



*CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES*

This *Consultant Agreement for Professional Services* ("Agreement") is entered into as of May ____, 2007 between Great West Engineering, Inc., located at 2030 11th Avenue, Helena, MT 59601 ("Engineer"), and Jefferson County, located at _____ - ("Client").

The parties agree as follows:

- I. **Project.** Client desires to engage Great West Engineering, Inc. to perform certain consulting, design, advisory, and/or surveying services for the North Jefferson County Wastewater Preliminary Engineering Report ("Project").
- II. **Scope of Services.** Great West shall perform the services for the Project ("Services"); as described in the *Scope of Services* attached to this *Agreement* as *Exhibit "A"*.
- III. **Payment.** Client shall pay Great West as compensation for the Services at the hourly rates according to the *Schedule of Billing Rates* attached to this *Agreement* as *Exhibit "B"*, plus expenses, for an estimated total amount of \$ 65,000.00.
- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.
- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:
None
- VI. **Authorization.** Persons executing this *Agreement* represent and warrant that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.

JEFFERSON COUNTY

Daniel M. McCauley, PE

President

[Print Name & Title]

Date

1. Payments.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*.

1.1.1 Lump Sum. Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of services required to complete Project.

1.1.2 Time and Materials. Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

1.1.3 Retainers. Retainers are applied toward final invoice.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation; meals and lodging; laboratory tests and analyses; telephone; printing, copying, and binding. Expenses are billed at 1.15 times invoice amount, and Client shall pay all governmental fees, permits and charges.

1.3 Payment Date. Invoices are due and payable within thirty (30) days after date of invoice.

1.4 Past Due Accounts. Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

1.5 Stop Work. Great West may stop work on Project and withhold delivery of all work until Client's obligations then due and owing to Great West are paid in full.

1.6 Disputes. Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate.

1.7 Estimates. Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

2. Notice to Proceed. This *Agreement* constitutes Client's notice to proceed with Services.

3. Subconsultants. With Client's approval, Great West may retain subconsultants to perform services for Project.

4. Extra Work. If Client desires work to be performed beyond the Services described in this *Agreement* ("Extra Work"), Client must authorize the *Extra Work* by signing a written supplement. If written supplement is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

5. Delay of Project. If Project is delayed by circumstances beyond Great West's control for thirty (30) days or more, Client shall pay Great West a remobilization fee equal to ten percent (10%) of contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

6. Safety and Construction. Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs

related to work performed by contractors, subcontractors, or anyone else associated with Project.

7. Cost Estimates. Great West does not warrant construction cost estimates.

8. Use of Documents. Great West retains ownership to all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

9. Professional Standards. Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

10. Indemnity. Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective performances in connection with the Project.

11. Limitation of Liability. Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*.

12. Alternative Dispute Resolution. Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation.

13. Attorneys' Fees. If any proceeding is commenced relating to this *Agreement*, prevailing party is entitled to recover its reasonable attorneys' fees and costs.

14. Termination. This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition, Client shall pay Great West to archive the project files.

15. Dates. All time periods refer to calendar days unless otherwise stated.

16. Governing Law and Venue. The laws of the state in which the Great West office that has primary responsibility for the Services is located shall govern this *Agreement*. Venue for all proceedings shall be in the county of said office.

17. Survival. The provisions of this *Agreement* shall survive its termination, and completion of Services.

18. Complete Agreement. This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.

ATTACHMENT A
NORTH JEFFERSON COUNTY
WASTEWATER PRELIMINARY ENGINEERING REPORT
SCOPE OF WORK

SCOPE OF SERVICES GENERAL

The Scope of Services is divided into several tasks as follows:

Task 1 – Kickoff Work Session and Site Tour.

The Engineer will conduct a kickoff worksession to initiate the preparation of a Preliminary Engineering Report. The primary focus of this first work session will be to establish project goals and discuss possible wastewater alternatives. The specific tasks to be completed in the kickoff work session include the following:

- A general discussion of project approach and development of clear study goals and objectives
- Development of possible treatment sites
- Assignment of a primary contact person for each project participants (County, Engineer, Funding Agency Personal, etc.)
- Assign project responsibilities to each individual
- Finalize the scope of work for the study effort
- Develop an overall project schedule
- Collect necessary existing data and studies.

Task 2 – Develop Design Criteria and Regulatory Requirements for Wastewater Process Facilities

The Engineer will develop the design criteria for the wastewater process facilities such as wastewater flows, wastewater loads, surface water and groundwater discharge permit limits, nondegradation load limits, TMDLs, wastewater reuse effluent quality limits and the Department of Environmental Quality design standards. Each alternative to be evaluated will use these parameters as the design basis and thereby ensure an equal comparison of each alternative.

Task 3. Conduct a Phase 1 Groundwater Study.

The Engineer shall review the existing available data and reports. The Engineer shall develop a map of existing wells in the study area for evaluation. Based on the review of existing data, the Engineers shall make specific recommendations for additional field study if necessary. This scope of work does not include the additional field study. If necessary, a separate scope of work will be developed for the additional field study and a Phase 2 groundwater study. It is anticipated

that the Helena Valley Watershed Restoration Plan will provide sufficient supporting data.

Task 4. Conduct Client Worksession # 1.

The Engineer shall conduct a worksession with the Client to discuss the results of the Phase 1 Groundwater Study and to discuss additional field analysis and study required. A scope of work and fee for the Phase 2 Groundwater Study will be presented to the Client.

Task 5. Evaluate Wastewater Improvement Alternatives

The Engineer will evaluate wastewater treatment and disposal alternatives. The alternatives analysis will generally discuss numerous wastewater treatment alternatives and select up to three alternatives for detailed review. The detailed evaluation will include a description of each alternative, a layout of the proposed alternative, operation and maintenance considerations, capital costs, O&M costs, present worth costs, environmental impacts and other features. A ranking of each alternative will be presented and a preferred alternative selected.

Task 6. Collection System Analysis

The Engineer will generally discuss several wastewater collection system alternatives and evaluate up to three alternatives in detail. The detailed evaluation will include a description of each alternative, a layout of the proposed alternative, operation and maintenance considerations, capital costs, O&M costs, present worth costs, environmental impacts and other features. A ranking of each alternative will be presented and a preferred alternative selected.

Task 7. General Characterization of Existing Water Systems.

The Engineer will identify existing water users associations or districts within the study area and generally describe existing water management practices in the area. The Engineer will tour the facilities, evaluate existing plans and describe usage. Public water supply records will be reviewed to assess the general performance of public water supplies in the area. A reconnaissance level of regional water system alternatives will be evaluated. This evaluation will be utilized to determine if there is a need to study the development of a regional water system. A separate scope of work would be prepared if it is determined that a PER level analysis is required for the water system.

Task 8. Summary Report and Client Worksession #2.

The Engineer will prepare and conduct a worksession with the Client to discuss the wastewater collection, treatment and disposal alternatives evaluation prior to preparing

the detailed narrative report. The wastewater evaluation will be presented in the form of charts graphs and tables with limited narrative.

Task 9. Conduct a Public Meeting.

The Engineer will prepare and conduct a public meeting, with the assistance of the Client, to discuss the results of the study and solicit comment. Minutes will be prepared to document the results of the public meeting and comments will be incorporated into the analysis and report as appropriate.

Task 10. Property and Right of Way Analysis.

The Engineer will investigate land acquisition and right of way possibilities for preferred treatment sites and critical pipeline routes. Since funding will not be complete, it will only be possible to negotiate memorandums of understanding or similar informal agreements.

Task 11. Prepare a Draft Preliminary Report:

The Engineer will prepare a draft Preliminary Engineering Report for submittal to the Client and funding agencies for review and approval. Based on the comments received, appropriate changes will be made. The report will satisfy WASACT funding agency requirements.

Task 12 – Assist with Financial Analysis and Funding Strategy

The Engineer will evaluate funding strategies for each alternative considered. Detailed tables, charts and graphs will include the following:

- Present worth costs analysis
- Financial analysis and several funding strategies
- Rate structure analysis and user costs

Several State and Federal funding programs along with requests for direct appropriations from the State Legislature or our U.S. Congressional delegation will be considered. The funding programs that will be considered include the following:

- Treasure State Endowment Program (TSEP)
- Department of Natural Resources Renewable Resource Grant Program (RRGL)
- Community Development Block Grant Program (CDBG)
- Rural Development Grant Program (RD)
- Economic Development Administration (EDA)
- State and Tribal Assistance Grants (STAG)

• State Revolving Loan Fund (SRF)

The funding strategy will result in a final cost. A detailed implementation plan will be presented and could include phasing opportunities. Up to 4 meetings will be conducted with funding agencies to develop the funding strategy

Task 13 – Prepare and Conduct Client Work Session #3

The Engineer will prepare and conduct a worksession with the Client to present the final results of the wastewater alternatives evaluation and funding strategy. The presentation will largely consist of charts, tables, graphs, figures and a brief narrative discussion of each alternative along with the funding strategy developed.

Task 14 – Prepare a Final Wastewater Preliminary Engineering Report

Upon completion and finalization of the alternatives evaluation and overview by the Client, as described in the previous tasks, the Engineer will prepare a final Preliminary Engineering Report..

The preparation of the PER will be coordinated with all appropriate agencies and the general public to ensure recommendations consider all relevant economic, environmental, and public infrastructure needs. The report will satisfy funding agency requirements.

Task 15 – Client Work Session #4

The Engineer will present the final report to the Client and a public relations plan will be discussed. As outlined in the next task, at a minimum one public informational worksession will be conducted.

Task 16. Public Worksession.

The Engineer shall conduct on public information worksession to present the final result of the Preliminary Engineering Report and to discuss further implementation.

ENGINEERING FEE

Task 1 – Kickoff Work Session and Site Tour.....	\$1,000
Task 2 – Develop Design Criteria and Regulatory Requirements for Wastewater Process Facilities.....	\$4,000
Task 3. Conduct a Phase 1 Groundwater Study.....	\$8,000
Task 4. Conduct Client Worksession # 1.....	\$1,000
Task 5. Evaluate Wastewater Improvement Alternatives	\$15,000
Task 6. Collection System Analysis.....	\$5,000
Task 7 General Characterization of Existing Water Systems.....	\$6,000
Task 8. Summary Report and Client Worksession #2.....	\$4,000
Task 9. Conduct a Public Meeting.....	\$2,500
Task 10. Property and Right of Way Analysis.....	\$5,000
Task 11. Prepare a Draft Preliminary Report... ..	\$6,000
Task 12 – Assist with Financial Analysis and Funding Strategy... ..	\$5,000
Task 13 – Prepare and Conduct Client Work Session #3.....	\$1,000
Task 14 – Prepare a Final Wastewater Preliminary Engineering Report.....	\$3,000
Task 15 – Client Work Session #4.....	\$1,000
<u>Task 16. Public Worksession.....</u>	<u>\$2,500</u>
TOTAL ENGINEERING FEE.....	\$65,000